



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the "Act"), for a monetary order for unpaid utilities, for damages to the unit and to recover the filing fee from the tenant.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on May 21, 2015, and successfully delivered on June 1, 2015. Filed in evidence is a Canada post tracking history.

I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid utilities?
Is the landlord entitled to monetary compensation for damages?

Background and Evidence

The tenancy began on January 28, 2014. Rent is determined by BC Housing. A security deposit was not required. The tenancy ended on December 3, 2014.

The landlord claims as follows:

a.	Unpaid utilities	\$ 69.84
b.	Cleaning and damages	\$ 711.54
c.	Filing fee	\$ 50.00
	Total claimed	\$ 831.38
	Less credit on tenant's account	\$ (216.59)
	Balance due	\$ 614.79

Unpaid utilities

The landlord's agent testified that the tenant was required to pay their own electricity under the terms of the tenancy agreement. The agent stated that the tenant did not pay their hydro charges from September 27, 2014 to November 27, 2014. The landlord seeks to recover the amount of \$69.84. Filed in evidence is a copy of the tenancy agreement and an invoice for the said utility which supports the landlord's claim.

Cleaning and Damages

The landlord's agent testified that the tenant did not clean the rental unit and the entire unit, including the appliances needed to be cleaned. The landlord seeks to recover the amount of \$450.00, plus GST. Filed in evidence are photographs which support the unit was not cleaned.

The landlord's agent testified that the tenant caused damage to the wall as there was a large hole in the drywall which had to be repaired. The landlord seeks to recover the amount of \$75.00, plus GST. Filed in evidence is a photograph showing a hole in the drywall.

The landlord's agent testified that the tenant caused damage to the wall and floor as there was red nail polish on them which had to be removed. The landlord seeks to recover the amount of \$100.00, plus GST. Filed in evidence is a photograph showing red nail polish/paint on the wall. Filed in evidence is a receipt which supports the above amounts claimed.

The landlord's agent testified that the tenant was provided with curtain rods at the start of the tenancy and at the end of the tenancy there was three rods missing and one was bent. The landlord seeks to recover the amount of \$55.29. Filed in evidence is a receipt for curtain rods.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Unpaid utilities

I have reviewed the tenancy agreement filed in evidence and electricity is not included in the rent. I find the tenant breached the tenancy agreement when they failed to pay the hydro invoice from September 27 to November 27, 2014, and this caused losses to the landlord. I find the landlord is entitled to recover unpaid utilities in the amount of **\$69.84**.

Damages

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the undisputed testimony of the landlord's agent that the rental unit was not cleaned by the tenant as this is supported by the photographs filed in evidence. I find the tenant breached the Act, when they failed to clean the rental premise at the end of the tenancy and this caused losses to the landlord. I find the amount claimed by the landlord reasonable. Therefore, I find the landlord is entitled to recover the cost of cleaning in the amount of **\$472.50**.

I accept the undisputed testimony of the landlord's agent that the tenant caused damage to the walls, as the photographs shows a hole in the drywall and red nail polish or paint on the wall. I find the amount claimed by the landlord reasonable. Therefore, I

find the landlord is entitled to recover the cost to repair the walls in the amount of **\$183.75**.

I accept the undisputed testimony of the landlord's agent that the tenant caused damage when they removed three curtains rods and left the 4th one bent. I find the tenant breached the Act, and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the cost to replace the curtain rods in the amount of **\$55.29**.

I find that the landlord has established a total monetary claim of **\$831.38** comprised of the above described amounts and the \$50.00 fee paid for this application.

In this case, the tenant has a credit of \$216.59 on their account. I find it appropriate to offset that amount from the total established monetary claim in partial satisfaction of the claim. Therefore, I grant the landlord an order under section 67 of the Act for the balance due of **\$614.79**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order in the above noted amount.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 28, 2015

Residential Tenancy Branch

